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the majority favor a reversal on different grounds; for otherwise, it is said, the trial court would have no guide to follow upon a rehearing. The authorities cited do not support this view, nor can it be upheld on theory; for it ignores the distinction between the judgment of the court and the opinions of the judges. *Houston v. Williams*, 13 Cal. 24. A statute may require a separate writ of error for each objection, or that each be passed on separately by the court. See PUB. GEN. LAWS OF MD., Art. 5, §§ 4, 9. The majority must then agree on some specific ground for reversal, or the judgment will be affirmed. This result, however, should only be reached by statute, and not, as in the principal case, by an illogical exception to a general rule.

BAIL — CONTRACT WITH THIRD PARTY TO INDEMNIFY SURETY ON BAIL BOND. — The plaintiff was surety on a bail bond for the appearance of one accused of felony. The defendant gave bond to indemnify the plaintiff against loss by reason of the recognizance. The prisoner failed to appear, and execution was awarded against the plaintiff upon the recognizance. *Held*, that the defendant is liable to the plaintiff upon his bond. *Carr v. Davis*, 63 S. E. 326 (W. Va.). See NOTES, p. 530.

BILLS OF LADING — EFFECT ON TITLE OF BILL "TO ORDER — NOTIFY." — The vendor of goods shipped them under a bill of lading to its own order with directions to notify the purchaser. The bill of lading was subsequently endorsed to the purchaser and by the latter to the plaintiff. A connecting carrier failed to notify the named purchaser, and delivered the goods to a stranger without surrender of the bill of lading. *Held*, that the connecting carrier is liable to the plaintiff for conversion. *National Bank of Commerce of Kansas City v. Southern Ry. Co.*, 115 S. W. 517 (Mo., Kan. City Ct. App.).

It is well settled that a transfer of title is effected by the endorsement and delivery of order bills representing goods in a carrier's hands. *Commercial Bank v. Armsby Co.*, 120 Ga. 74. Accordingly, a carrier is a converter if the holder of the bill is deprived of the goods by a wrongful delivery or failure to deliver. *Shellenberg v. Fremont, etc., R. R. Co.*, 45 Neb. 487. Different considerations apply to goods shipped on "straight" bills. *Merchants' National Bank v. Chesapeake, etc., Steamboat Co.*, 102 Md. 573. For where a carrier has promised delivery simply to a named consignee, the instrument is in effect no more negotiable than a simple promise to a named payee. Though an assignee of such a bill may be deemed the owner of the goods, business custom authorizes delivery by the carrier to the consignee named in a "straight" bill without surrender of the document. *Forbes v. Boston, etc., Railroad Co.*, 133 Mass. 154. But a bill "to order — notify" is as negotiable as any order bill. *Atlantic, etc., Bank v. Southern Railway Co.*, 106 Fed. 623. And all authority agrees with the principal case in its conclusion that a direction inserted as a protection to the owner of the goods in no way relieves the carrier of liability for their loss. *Furman v. Union Pac. R. R. Co.*, 106 N. Y. 579.

CONFLICT OF LAWS — CAPACITY — CONTRACTS CONCERNING LAND IN FOREIGN COUNTRY. — In November, 1903, the defendant in England agreed to give to the plaintiffs, as security for advances made to her husband, two mortgage bonds to be charged on her real property in the Transvaal. In December, 1906, the defendant appointed the plaintiffs' manager to be her attorney to mortgage or transfer the property to the plaintiffs. A married woman was prohibited, by the law of the Transvaal, from becoming surety for her husband, unless certain formalities were complied with. There had been no such compliance by the defendant. The plaintiffs brought this action for specific performance of the agreement of November, 1903. *Held*, that the agreement is void and that the plaintiffs' action therefore fails. *Bank of Africa v. Cohen*, 25 T. L. R. 285 (Eng., Ch., Feb. 4, 1909).

Capacity to convey or encumber land, either directly or through an attorney, clearly depends upon the *lex loci rei sitae*. *Swank v. Hufnagle*, 111 Ind. 453;